

AG Contract No. KR96 2341TRN
ADOT ECS File No. JPA 96-153
Project: H4102 01C
Section: US-180 @ 13th St West

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF ST. JOHNS

THIS AGREEMENT is entered into 23 July, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF ST. JOHNS, acting by and through its MAYOR and CITY
COUNCIL (the "City").

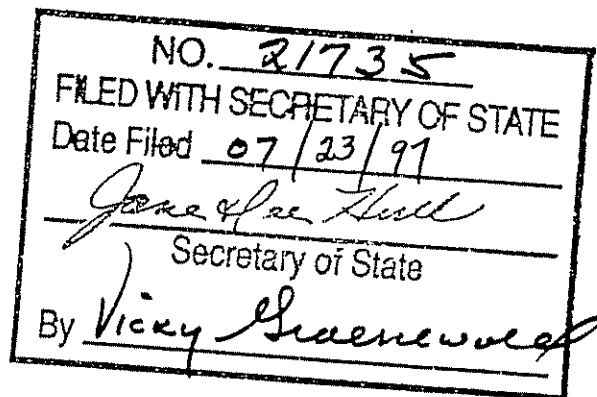
I. - RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project on US-180
contemplated by the State in the City, which includes roadway
widening, reconstruction, the installation of decel and turn
lanes, and curb gutter and sidewalk improvements, the City has
requested the State extend an existing concrete box culvert on
13th West Street to approximately 50' for local area drainage, as
well as the realignment of the north leg of 13th West Street, at
an estimated cost of \$45,000.00, all at City expense, hereinafter
referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows: -



II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State on the State's project:

c. After bid opening but prior to construction contract award, invoice the City for the reasonable direct actual cost of the Project, in an amount currently estimated at \$45,000.00.

d. Upon completion and acceptance of the Project, provide maintenance within the State's right-of-way, except for sidewalks.

2. The City will:

a. Review the design documents and provide comments.

b. Acquire any additional right-of-way or easements required for the Project, and be responsible for all costs associated with the Project, and for any contractor claims for extra compensation due to delays or whatever reason. After bid opening, advance the State the cost of the Project, currently estimated at \$45,000.00, within 30 days after receipt of an invoice. Retain the right to cancel the Project prior to construction contract award in the event of excessive cost.

c. Upon completion and acceptance by the State, provide maintenance to the Project outside the State's right-of-way, and to sidewalks within or outside the State's right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007


City of St. Johns
City Manager
245 West 1st South
St. Johns, AZ 85936

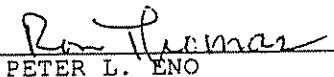
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF ST. JOHNS

STATE OF ARIZONA
Department of Transportation

By 
SAM BOOTH
Mayor

By 
for PETER L. ENO
Contract Administrator

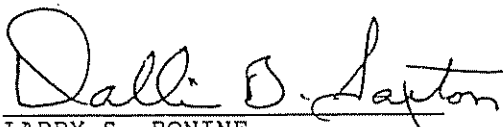
ATTEST

By 
BETTY CLANTON
City Clerk

RESOLUTION

BE IT RESOLVED on this 22nd day of October 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of St. Johns for the purpose of defining responsibilities for the design, construction and maintenance of highway and drainage improvements to US-180 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

CITY OF ST. JOHNS

THE TOWN OF FRIENDLY NEIGHBORS

P.O. BOX 455

ST. JOHNS, ARIZONA 85936

(520) 337-4517

FAX: (520) 337-2195

July 2, 1997

E. Jack Hammitt
Arizona Department of Transportation
Intermodal Transportation Division
206 South Seventeenth Avenue
Phoenix, Arizona 85007-3213

Dear Mr. Hammitt:

The City of St. Johns approved the Intergovernmental Agreement between the City and the Arizona Department of Transportation for US-180 at 13th West Street on June 23, 1997.

Signed:

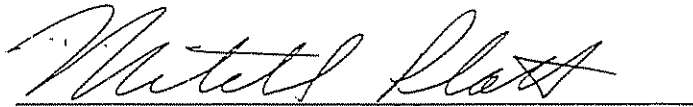


Steven C. Anderson
City Manager

APPROVAL OF THE ST. JOHNS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF ST. JOHNS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 23 day of June, 1997.

A handwritten signature in cursive script, appearing to read "Mitchell Platt", is written over a horizontal line.

City Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

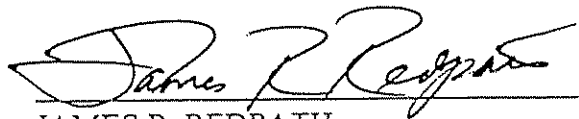
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-2341TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 17, 1997.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ct/6499